

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000007064
Office Environments Inc
PO Box 729
Williston VT 05495
United States

Contract ID 0000000000000000000021713		Page 1 of 5
Contract Dates 03/27/2012 to 03/31/2016		Origin CPS
Description: CPS-ERGONOMIC SEATING		Contract Maximum \$999,999.00
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		UNITED SAVVY PRODUCT LINE	EA	0.01000	0.00	0.00
		UNITED SAVVY CHAIRS AND STOOLS. PRICE IS 47% DISCOUNT FROM LIST PRICE. THE DISCOUNTED PRICE FOR THE SAVVY CHAIRS BEGIN AT APPROXIMATELY \$373.00 AND STOOL PRICES BEGIN AT APPROXIMATELY \$315.00. THIS IS A MID BACK OR HIGH BACK TASK CHAIR WITH FORWARD TILT, SEAT SLIDE ADJUSTMENT, LUMBAR ADJUSTMENT, AND ADJUSTABLE ERGONOMIC ARMS.				
2		HAWORTH LOOK PRODUCT LINE OF TASK SEATING	EA	0.01000	0.00	0.00
		HAWORTH LOOK TASK SEATING. PRICE IS 60% DISCOUNT FROM LIST PRICE. THE DISCOUNTED PRICE FOR THE LOOK CHAIRS BEGIN AT APPROXIMATELY \$288.80. THE CHAIR IS AVAILABLE AS A MID BACK OR HIGH BACK TASK CHAIR WITH HEIGHT AND BACK LOCK, FORWARD TILT, SEAT SLIDE ADJUSTMENT, AND HEIGHT AND WIDTH ADJUSTABLE ARMS.				
3		HAWORTH IMPROV PRODUCT LINE OF TASK SEATING	EA	0.01000	0.00	0.00
		HAWORTH IMPROV TASK CHAIRS AND STOOLS. PRICE IS 57% DISCOUNT FROM LIST PRICE. THE DISCOUNTED PRICE FOR THE IMPROV CHAIRS BEGIN AT APPROXIMATELY \$420.54 AND STOOL PRICES BEGIN AT APPROXIMATELY \$612.75. THIS IS A MID BACK OR HIGH BACK TASK CHAIR WITH HEIGHT AND BACK LOCK, SEAT SLIDE ADJUSTMENT, LOW HEIGHT CYLINDER, AND ADJUSTABLE ERGONOMIC ARMS.				
4		HAWORTH VERY PRODUCT LINE OF TASK SEATING	EA	0.01000	0.00	0.00
		HAWORTH VERY LINE OF CHAIRS. PRICE IS 45% DISCOUNT FROM LIST PRICE. THE DISCOUNTED PRICE FOR THE VERY CHAIRS BEGIN AT APPROXIMATELY \$487.85. THIS IS A MESH BACK TASK CHAIR WITH HEIGHT AND BACK LOCK, FORWARD TILT, SEAT SLIDE ADJUSTMENT, LUMBAR ADJUSTMENT, AND HEIGHT AND WIDTH ADJUSTABLE ERGONOMIC ARMS.				
5		UNITED CHAIR AFFINITY LINE	EA	0.01000	0.00	0.00
		UNITED AFFINITY CHAIRS AND STOOLS. ARMLESS TASK CHAIR: \$239.00 FIX ARM TASK CHAIR: \$259.00 MULTI-FUNCTION ARM TASK CHAIR: \$269.00 ARMLESS TASK STOOL: \$339.00 MULTI-FUNCTION ARM TASK STOOL: \$359.00				

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR ERGONOMIC SEATING ISSUED DECEMBER 15, 2011 AND VENDOR'S RESPONSE DATED JANUARY 10, 2012.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: THIS CONTRACT IS FOR THE PURCHASE OF ERGONOMIC SEATING. CHAIRS ON THIS AND OTHER ERGONOMIC SEATING CONTRACTS HAVE BEEN REVIEWED BY THE OFFICE OF WORKPLACE SAFETY. THE PURCHASE OF NON-CONTRACT CHAIRS MAY NOT BE UNDERTAKEN WITHOUT THE APPROVAL OF THE WORKPLACE SAFETY COORDINATOR'S OFFICE AND PURCHASING.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWO YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR TWO ADDITIONAL ONE YEAR PERIODS.

PRICE: PRICE FOR LOOK MODELS WILL BE 60% OFF THE CURRENT HAWORTH PRICE BOOK, IMPROV MODELS WILL CARRY A 57% DISCOUNT AND THE VERY PRODUCT LINE WILL CARRY A 45% DISCOUNT. UNITED SAVVY CHAIRS WILL CARRY A 47% DISCOUNT. THE PERCENTAGE WILL REMAIN THE SAME THROUGHOUT THE LIFE OF THE CONTRACT. NEW PRICE BOOKS MAY BE INTRODUCED WITH 30 DAYS ADVANCED NOTICE TO PURCHASING & CONTRACT ADMINISTRATION.

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ALL CHAIRS ARE PRICED WITH BASE FABRIC. OTHER FABRIC OFFERINGS MAY BE SELECTED AT AN INCREASED PRICE. DEALER WILL PROVIDE QUOTATION PRIOR TO ORDERING. A VARIETY OF CASTORS IS ALSO AVAILABLE. VARIOUS ARM OPTIONS MAY ALSO BE SELECTED INCLUDING FABRICS AND FINISHES, AND FLIPPER OPTIONS.

CONTRACTOR WILL BE EXPECTED TO STOCK A NUMBER OF CONTRACT CHAIRS TO MEET THE REQUIREMENTS OF DEPARTMENTS THAT DO NOT HAVE A COLOR PREFERENCE. ORDERS SHOULD BE SCREENED AND IF THE MODEL OF CHAIR IS IN STOCK BUT IN ANOTHER COLOR, A CALL WILL BE PLACED TO DETERMINE IF THE CUSTOMER WILL ACCEPT WHAT IS ON HAND.

CONTRACTOR MUST SUPPLY DEMONSTRATION CHAIRS FOR EVALUATION PURPOSES AT NO CHARGE. THESE CHAIRS SHALL BE DELIVERED TO THE REQUESTOR'S OFFICE AND INSTRUCTIONS IN THEIR USE PROVIDED. THE EVALUATION PERIOD WILL BE A MINIMUM OF ONE WEEK.

CONTRACTOR MUST DELIVER CHAIRS FREE OF CHARGE TO ANY LOCATION WITHIN THE STATE, PLACE THE CHAIR AT THE WORKSTATION AND INSTRUCT THE USER IN ITS OPERATION. ANY BOXES, TAGS, OR PACKING MATERIAL WILL BE REMOVED FROM THE PREMISES.

CONTRACTORS MUST PROVIDE PRE-SALES SUPPORT IN SELECTING AND DEMONSTRATING THE CHAIRS.

CONTRACTOR MUST SUPPLY THE STATE A SALES REPORT THAT WILL AT A MINIMUM, LIST THE PRODUCT AND QUANTITY PURCHASED, THE PURCHASER, AND PRICE PAID. SUCH REPORTS WILL BE SUPPLIED EVERY QUARTER DURING THE LIFE OF THIS CONTRACT.

VENDOR CONTACT: DANIEL WOODWORTH PHONE: 802-864-3000 FAX: 802-865-2590 OR
TODD FITCH AT 802-864-3000 FAX 802-865-2590

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER

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SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1) YEAR.

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE- LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM) THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES TO THE CONTRACTS STATUS.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99%

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COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.						

***** AMENDMENT #1 *****

AMENDMENT #1 MARCH 06, 2014 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR 1 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO MARCH 31, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ATTACHMENT D: ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT D.

***** AMENDMENT #2 *****

AMENDMENT #2 MARCH 31, 2015 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR 2 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO MARCH 31, 2016 UNDER THE SAME PRICING.

TO ADD THE UNITED AFFINITY CHAIR LINE TO THE EXISTING CONTRACT WITH APPROVAL FROM RISK MANAGER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 03/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE
PURCHASING AGENT
802-828-4635
FAX 802-828-2222
deb.larose@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____